

## EASEMENT

K540178

Date: APRIL 30, 1999

For valuable consideration received, JELD-WEN, inc. (Grantor) conveys to Maria Cooksey Buxton (Grantee) a nonexclusive perpetual easement to use a road which presently exists on and passes across the following described land owned by Grantor:

The S1/2 NE1/4 NE1/4 of Section 25, Township 35 South, Range 12 East, Willamette Meridian, Klamath County, Oregon

for the purpose of ingress and egress to and from real property owned by Grantee, described in Item 8 below.

The terms of this easement are as follows:

1. Grantee, its agents, independent contractors and invitees shall use said road for ingress and egress to and from Grantee's land only. These ingress and egress rights include access for land and timber management purposes, hauling logs by truck from Grantee's land over said road and also heavy machinery and equipment travel over said road

2. Grantee shall have the duty to repair, at Grantee's own expense, any excessive or unusual damage to said road caused by Grantee's use thereof

3. Grantor reserves the right to use and maintain said road for Grantor's own purposes and Grantor may grant use rights to third parties. The parties may cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the others', however, in case of conflict Grantor's right to use shall be dominant

4. Grantor reserves the right to relocate said road at any time and in such case shall reconstruct the road at such new location in as good or better condition as existed at the prior location, so long as Grantor does not obstruct or deny Grantee's right of access to Grantee's property. If said road is relocated, Grantor may record an instrument indicating the location of the new road and such instrument shall serve to amend this easement and eliminate the rights of Grantee in the original road covered by this easement. Such amendment shall be effective whether or not signed by Grantee, but Grantee shall execute it or such other document necessary to indicate relocation of the road when and if requested by Grantor

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5. Grantor shall not construct or permit construction of any fence, gate or other structure that renders said road unavailable for Grantee's use

6. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to grantor arising in any manner out of Grantee's use of said road. Grantee shall pay Grantor for any merchantable timber or other property of Grantor damaged by Grantee's use of this easement. Grantee assumes all risk arising out of its use of said road and Grantor shall have no liability to Grantee or others for any condition existing thereon

7. This easement is granted subject to all other easements and encumbrances of record

8. Grantee's real property accessed by this easement is described as follows:

That portion of the E1/2 SE1/4 NE1/4 lying northerly of the centerline of Snake Creek as it exists as of the date of this instrument, Section 25, Township 35 South, Range 12 East, Willamette Meridian, Klamath County, Oregon

9. This easement shall inure to the benefit of and be binding upon heirs, assigns, administrators, executors and successors of the parties hereto.

In witness thereof, the parties have caused this instrument to be executed the day and year first written above.

GRANTOR: JELD-WEN, Inc., an Oregon Corporation

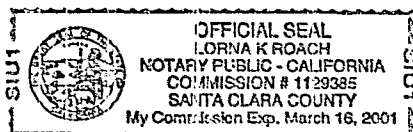
By Craig B. Dine  
Title GEN. MGR.

GRANTEE: Maria Cooksey Buxton  
Maria Cooksey Buxton

*California*  
State of ~~Oregon~~ )  
*Sanita Clara* ss  
County of ~~Klamath~~ )

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Personally appeared before me the above-mentioned Maria Cooksey Buxton and acknowledged the foregoing instrument to be her voluntary act and deed.



BEFORE ME:

*Lorna K Roach*  
Notary Public for Oregon  
My commission expires: *3/16/01*

State of Oregon )  
County of Klamath ) ss

Personally appeared before me *Craig B. Dittman*, of JELD-WEN, inc., an Oregon corporation, who being first duly sworn, did indicate the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors and each of them acknowledged said instrument to be its voluntary act and deed.



BEFORE ME:

*Tamera Browder*  
Notary Public for Oregon  
My commission expires: *2/3/03*

AFTER RECORDING RETURN TO:

JELD-WEN, inc.  
P.O. Box 5079  
Klamath Falls, Oregon 97601

State of Oregon, County of Klamath  
Recorded 5/18/99, at 9:43 a.m.  
In Vol. M99 Page 19628  
Linda Smith, County Clerk  
Fee \$ 40 -

*Linda Smith*